



PATENT  
Customer No. 22,852  
Attorney Docket No. 08702.0009.03

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
)  
LEONARD et al. ) Group Art Unit: 1645  
)  
Application No.: 10/659,586 ) Examiner: N.M. Minnifield  
)  
Filed: September 11, 2003 ) Confirmation No.: 4504  
)  
For: USE OF IL-12 AND IL-12 )  
ANTAGONISTS IN THE )  
TREATMENT OF AUTOIMMUNE )  
DISEASES )

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Assignee, Genetics Institute, L.L.C., duly organized under the laws of the State of Delaware, and having offices at 87 Cambridge Park Drive, Cambridge, MA, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/659,586, filed September 11, 2003, for Use Of IL-12 And IL-12 Antagonists In The Treatment Of Autoimmune Diseases in the names of Leonard et al., as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 7269, Frame 793 on December 29, 1994 and at Reel 012772, Frame 631 on January 2, 2002. Assignee, Genetics Institute, L.L.C., further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No.

6,706,264, as indicated by assignments duly recorded in the United States Patent and

Trademark Office at Reel 7269, Frame 793 on December 29, 1994 and at Reel 012772, Frame 631 on January 2, 2002.

To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,706,264, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

The undersigned is authorized to act on behalf of assignee Genetics Institute,  
L.L.C.

I hereby declare that all statements made of my own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Dated: June 1, 2006

By: 

Gale F. Matthews  
Assistant Secretary  
Genetics Institute, L.L.C.